

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LISA VAN HORN
158 Foul Rift Road, Belvidere, NJ 07823

(b) County of Residence of First Listed Plaintiff Warren County, NJ
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
SPECTOR GADON & ROSEN, P.C., DANIEL J. DUGAN, ESQ.
1635 Market Street, 7th Floor, Philadelphia, PA 19103

DEFENDANTS

B & D BUILDERS LLC
34 South Vintage Road, Paradise, PA 17562

County of Residence of First Listed Defendant Lancaster, PA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES | |
|--|--|--|---|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC Section 1332(a)

Brief description of cause:

Breach of contract; violation of New Jersey Consumer Fraud Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/27/2018

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

Daniel J. Dugan

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 158 Foul Road, Belvidere, NJ 07823

Address of Defendant: 34 South Vintage Road, Paradise, PA 17562

Place of Accident, Incident or Transaction: 158 Foul Road, Belvidere, NJ 07823

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Daniel J. Dugan, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 03/27/2018

Daniel J. Dugan
Attorney-at-Law

37906

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/27/2018

Daniel J. Dugan
Attorney-at-Law

37906

Attorney I.D.#

CIV. 609 (5/2012)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

LISA VAN HORN

CIVIL ACTION

v.

B & D BUILDERS LLC

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

March 27, 2018

Daniel J. Dugan

Lisa Van Horn

Date

Attorney-at-law

Attorney for

215.241.8872

215.531.9120

ddugan@lawsgr.com

Telephone

FAX Number

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

LISA VAN HORN

:

:

:

:

:

CIVIL ACTION

v.

B & D BUILDERS LLC

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

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- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

March 27, 2018

Daniel J. Dugan

Lisa Van Horn

Date

Attorney-at-law

Attorney for

215.241.8872

215.531.9120

ddugan@lawsgr.com

Telephone

FAX Number

E-Mail Address

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

| | | | |
|---------------------|---|--|------------------------|
| LISA VAN HORN, | X | | |
| | : | | |
| Plaintiff, | : | | Civil Action No. _____ |
| | : | | |
| v. | : | | |
| B & D BUILDERS, LLC | : | | Jury Demand |
| | : | | |
| Defendants. | : | | |
| | X | | |

COMPLAINT

Plaintiff, Lisa Van Horn ("Van Horn") complains against defendant B&D Builders LLC ("B&D" or "defendant") as follows:

1. This is an action for breach of contract and violation of the NJ Consumer Fraud Act arising out defendant's actions and inactions in connection with its failure to properly construct a residence with a dog and cat kennel for Van Horn in Belvidere, NJ.

Parties

2. Van Horn is an individual resident and citizen of the State of New Jersey with an address as set forth in the caption.

3. Defendant is a Pennsylvania limited liability company, whose members are citizens and residents of a state other than New Jersey, with an address as set forth in the caption.

Jurisdiction and Venue

4. This court has jurisdiction over this action under 28 U.S.C. § 1332 because it is between citizens of different states and the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

5. Venue is proper in this district under 28 U.S.C. § 1391(b) because the defendant resides in and can be found in this district.

Statement of Facts

6. Defendant does business and holds itself out as a competent, experienced builder, with significant experience in constructing residences and kennels.

7. Van Horn has no experience in construction and engaged defendant to construct a combined residential apartment and kennel for her (the “residence/kennel”) at 196 Foul Rift Road, Belvidere, White Township, New Jersey.

8. Van Horn and defendant entered into a written contract for the construction of the residence/kennel dated May 9, 2016. The contract was not signed however, until four months later on September 9, 2016. Thereafter, the contract was amended by 11 change orders (“CO”). A copy of the contract with the change orders is attached as Exhibit A.

9. The contract was executed in New Jersey and was to be performed in New Jersey. After Van Horn paid a 5% deposit, she was to pay 30% on initial material delivery, 30% on roof completion, 30% on exterior completion, and the balance on full completion. Defendant billed and demanded payments in derogation of this schedule.

10. The total contract amount, including all change orders is \$619,228, with \$584,282.25 paid so far, leaving a remaining balance under the contract of \$34,945.

11. Defendant guaranteed “a (2) year workmanship warranty on the building above [and further] warrants that for a period of (2) yeas at the completion of the structure that warranted items such as windows and doors will operate properly, and that roofs and dormers will be free of any leaks.” While the contract specified that warrantied were attached, none were.

12. Defendant failed to properly complete both substantive and “punch list” items required under the contract and guaranteed by defendant in the contract. In particular, defendant

did not complete the work properly, in good and workman like manner, and as promised, and guaranteed and warranted in the contract.

13. The defects and failures of the defendant include without limitation:

- a. Failure to properly install and finish the concrete floors
- b. Improper installation of the wash stall
- c. Improper installation of 7 doors
- d. Failure to polyurethane baseboard and trim (264' baseboard/642' casing)
- e. Failure to install shoe molding and polyurethane same (264')
- f. Failure to properly install vent pipes (2) for upstairs toilets through the roof
- g. Failure to install appropriate and required doors and hardware
- h. Failure to frame the quarantine shed
- i. Failure to install A/C unit in shed
- j. Failure to install grab bars (3) in the bathroom to be ADA compliant
- k. Failure to patch numerous holes in drywall and paint
- l. Failure to install nuts on bolts in dog runs to prevent injuries and unsafe condition
- m. Improper installation of handrail that required removal and replacement
- n. Repair roof leak caused by faulty installation of flashing
- o. Failure to install required handicap ramp to front walk
- p. Improper installation of the subflooring in the residence, which causes unlevel and wavy installation of hardwood floor.
- q. Miscellaneous finish and punch list repairs to walls and baseboards

14. The reasonable costs of the repairs of the foregoing items exceed \$50,000.

15. In addition, and despite the repairs Van Horn has had to make already to the concrete flooring, the floor was improperly installed to begin with, is defective and will require extensive additional repairs, the cost of which will reasonably exceed \$40,000, including revenue Van Horn will lose by having to close the kennel during the time needed to repair the floors.

16. Furthermore, defendant's delays in completing their work at the residence/kennel unreasonably delayed the opening of the kennel and caused Van Horn to incur additional financing costs and to forego revenue reasonably estimated at \$25,000.

17. Defendant does not display any registration number on its stationery and did not display it on the contract. On information and belief, defendant is not registered as a contractor with the New Jersey Division of Consumer Affairs (the "DCA").

18. At no time did defendant provide Van Horn with a notice of her right to cancel the contract within three days of signing nor with a notice of insurance it carried or attach any material warranties as stated in the contract.

COUNT I—BREACH OF CONTRACT

19. As alleged above, the parties entered into a contract in New Jersey to be performed there.

20. New Jersey law governs the application and interpretation of the contract.

21. Defendant breached the contract as alleged above and injured Van Horn by an amount in excess of \$115,000.

WHEREFORE, the court should enter judgment against defendant in appropriate amount as determined at trial, award Van Horn the costs of this action, and award Van Horn such additional relief as is just and appropriate.

COUNT II—VIOLATION OF CONSUMER FRAUD ACT

22. Van Horn incorporates her allegations in paragraphs 1 -20 above.

23. The New Jersey Consumer Fraud Act, N.J.S.A. 56:8–1 *et seq.*, applies to the contract and course of dealings between Van Horn and defendant regarding the contract to construct the residence/kennel.

24. As alleged above, defendant violated that act in many respects. It is not registered with the New Jersey DAC as a contractor; it did not provide required information to Van Horn concerning her right to cancel the contract; it did not provide information about its insurance coverage; it did not provide copies of the warranties to which it referred; and it also included in the contract (in the fine print and without bringing it to Van Horn’s attention in any way) a “one-way” attorneys’ fees provision purporting to obligate Van Horn to pay its fees in the event it sued to collect monies it claimed to be due.

25. The defendant’s wrongful acts or omissions in violation of the Act damaged Van Horn. In addition to the damages she suffered, Van Horn is entitled to have those damages trebled and to an award of reasonable attorneys' fees, filing fees and reasonable costs of suit pursuant to N.J. Stat. Ann. § 56:8-19.

WHEREFORE, the court should enter judgment against defendant in appropriate amount as determined at trial, award Van Horn treble damages, award Van Horn the costs of this action, including her reasonable attorneys' fees, and award Van Horn such additional relief as is just and appropriate.

Respectfully submitted,

SPECTOR GADON & ROSEN, P.C.

March 27, 2018

/s/ Daniel J. Dugan

Daniel J. Dugan, Esquire
1635 Market Street, 7th Floor
Philadelphia, PA, 19103
Telephone 215.241.8888
Fax: 215.531.9120
ddugan@lawsgr.com
Attorney for Plaintiff Lisa Van Horn

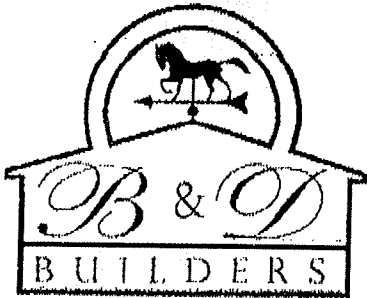
EXHIBIT A

2nd Contract

Page 1 of 7

Agreement #LV5916

May 9, 2016



B&D Builders LLC
 34 South Vintage Rd
 Paradise Pa 17562
 Ph. (717) 687-0292
 Fax (717) 687-3510

(website)
 banddbuilders.com
 (E-mail)
 daniel@banddbuilders.com

Lisa Vanhorn
 135 County Route 620
 White township, NJ

Phone #
 Email:

May 9, 2016
 Agreement #LV5916

Building site location same as above.

Building size:

- (1) 48' wide X 100' long X 8' to eaves, Kennel, (block and truss type structure)✓
- (1) 30' wide X 80' long X 8' high on 1st floor,✓
- (1) 30' wide X 80' long X 8' high 2nd floor,✓
- (1) 10' wide x 80' long x 9' high, front porch, Timber frame structure.✓

Kennel Specifications:

➤ **Foundation**

- Dig 24" wide x 36" deep trench,✓ *they didn't do it*
- 24" wide x 8" thick 3000 PSI concrete footer, 2 rows #4 rebar,✓
- Supply and install 8" CMU concrete block wall foundations, 10' high,✓
- Supply and install 6" CMU concrete block wall foundations, 6' high at each kennel,✓
- Supply and install post footings, 18" diameter concrete sono tube footings,✓
- Install ½" diameter X 16" long anchor bolts at 48" o.c. 12" in from corners max.✓
- Foundation digging and rough back filling included.✓

➤ **4" thick concrete floor:**

- 4" concrete kennel slab - 3500 psi concrete with fiber reinforcement,✓
- Smooth finish, labor, forming, 1/2" fiber expansion, 6 mil vapor barrier,✓
- 4" concrete kennel run area - 3500 psi concrete with fiber,✓
- Reinforcement, smooth finish, labor, forming, thickened edge concrete,✓
- (1) coat v seal 102 sealer, (2) runs #4 rebar continuous in thickened edge,✓
- ? Excludes excavating, stone, testing, permits, interior sealers, caulking concrete, joints, footers, walls, any other items not included in the line items above, 4" thick, level, compacted stone base by excavator.✓

➤ **Framing:**

- ¼" foam sealer on top of masonry walls with a treated 2x8 sill plate,✓
- Kennel has bearing wall posts outside with Mortise and Tenon post frame,✓
- SPF #2 or better 2x4 purlins at 2' o.c. on roof,✓
- 48 ft. wide roof truss at 2 ft. o.c. with a 4/12 pitch,
- At a minimum of 35-5-5 loading and 90 MPH wind loading]
- Each truss to have a H3 hurricane tie.

➤ **Roofing:**

- 29 ga. GR-3 Plus (Fabral brand) (limited Lifetime warranty) metal fasten with 1" screws at 9" o.c. with ridge vent on peak of roof, and 6" corner trims on eaves. Includes double bubble roof insulation.

Initialed by: owner _____ contractor DG

Page 2 of 7

Agreement #LV5916

May 9, 2016

18" on all eaves, with 5 1/2" painted steel fascia & vented aluminum soffits. *done***> Siding:**29 ga. GR-3 Plus (Fabral brand) (limited Lifetime warranty) metal fasten with 1" screws at 9" o.c. with base guard trim around bottom perimeter, J-channels around all windows and doors. *done***> Rain Spouting:**

5" K style aluminum gutters with 3x4 downspouts.

> Entry door:

Install (1) exterior 3' wide x 6'8" high entry door, Therma-Tru smooth star series, Fiberglass entry door with 9-lite top and raised panel bottom, aluminum threshold and composite jambs. Delaney lockset.

> Windows:

20- 4' wide x 1'4" high, awning windows.

Alliance brand with a white vinyl frame with white grids and white window hardware. 2x8 treated wood jamb surrounds, *done*

1x Versatex trims surrounds inside and outside, Versatex jambs inside.

> Kennel ceiling:

Install a bright white Fabral ceiling liner panel inside and outside of kennel, screws at 9" o.c. J channel trims at perimeters.

> Kennel chain-link fence and dog doors:Install chain link fence panels at the outside runs. 6' high with gate in each kennel run on the outside, Chain link gate at each kennel on the inside,

Guillotine dog doors are not included. ?

> Painting:

All interior masonry block will be sealed with an Acrylic Block Filler and receive two coats of a semi-gloss Acrylic Epoxy Polyurethane paint, sprayed and back rolled.

All interior azek window trim will be primed and receive one coat of latex finish paint.

Two (2) passage doors will be primed and receive one coat of latex finish paint.

Exterior of kennel area;

All exterior masonry block will be sealed with an Acrylic Block Filler and receive two coats of a exterior latex finish paint, sprayed and back rolled.

All exterior azek window trim and headers will be primed and receive one coat of latex finish paint.

Four (4) 100ft long headers and 22 timber posts will receive two coats of sikkens log & siding.

MEP work is by others.

Initialed by: owner _____ contractor DG

Agreement #LV5916

May 9, 2016

Kennel building cost breakdown;

| | |
|--|------------|
| Foundation | \$ 45,277 |
| 4" thick concrete floor | \$ 24,609 |
| Framing | \$ 24,720 |
| Roofing | \$ 19,065 |
| Siding | \$ 5,059 |
| Rain spouting | \$ 1,815 |
| Entry door | \$ 1,156 |
| Windows | \$ 13,062 |
| Kennel ceiling | \$ 11,779 |
| Kennel chain link fence and dog doors | \$ 19,660 |
| Painting | \$ 26,007 |
| Forklift, dumpster and portable toilet | \$ 3,045 |
| Fasteners | \$ 344 |
| Job Supervision | \$ 2,100 |
| Total | \$ 197,699 |

? dog door was suppose to be included + chain link fence

no forklift now. their done w/ forklift

Office and living space specifications:**➤ Foundation**

Dig 24" wide x 36" deep trench and pour, *make bell chain done*
 24" wide x 8" thick 3000 PSI concrete footer, 2 rows #4 rebar, *done*
 Supply and install 8" CMU concrete block wall foundations, (1) 8" block course above grade, *done*
 8" CMU fire separation walls, *done*
 8" CMU frost wall under porch slab, *done*
 Install 1/2" diameter X 16" long anchor bolts at 48" o.c. 12" in from corners max. *done*
 Digging and Rough back filling included. *make bell chain*

➤ 4" thick concrete:

Install in porch and main office building,
 4" concrete porch - 3500 psi concrete with fiber reinforcement, broom finish, labor, forming,
 (1) coat v seal 102 sealer,
 4" concrete office area - 3500 psi concrete with fiber reinforcement, *done*
 Smooth finish, labor, forming at doorways, 6 mil vapor barrier,
 1/2" fiber expansion, thickened concrete edge.
 4" thick, level, compacted stone base by excavator.

➤ Framing:

1/4" foam sealer on top of masonry walls with a treated 2x8 sill plate,
 SPF 2x6 stud framed walls with studs at 16" o.c. exterior walls, upper and lower level,
 Treated 2x6 bottom plate with double 2x6 top plate, 2x4 SPF studs walls at CMU fire separation wall,
 W12x40 steel beam spanning 30' +/- in 3 sections with a bearing post inside walls.
 SPF #2 or better 2x4 purlins at 2' o.c. on roof,
 1/2" OSB sheathing on exterior walls,
 SYP 2x10 floor joists at 16" o.c. 40# per square foot floor load design,
 3/4" thick Advantech OSB sub flooring on top, face nailed to joists with 2" galv. Ring shank type nails.
 SPF 2x10 support header above doors and windows.
 30 ft. wide truss at 2 ft. o.c. with a 7/12 pitch,
 At a minimum of 35-10-10 loading and 90 MPH wind loading,
 Each truss to have a H3 hurricane tie.

Initialed by: owner _____ contractor *PG*

Agreement #LV5916

May 9, 2016

Install SPF 2x4 stud walls with studs at 16" o.c. interior walls per the plans.

> Timber frame porch on front:

Supply and install 8x8 post & beam frame with rafter roof.

Traditional mortise and Tenon joinery, smooth Planed, "S4S" (Hemlock) timber.

8x8 posts at 12' o.c. on top of a decorative stone piers, connected to foundation with anchor bolts,

8x10 rafter beams, 4x6 Y-braces and 1" hardwood pegs at connections.

4x8 Hemlock rafters at 2' o.c., set at 3/12 roof pitch,

1x10 white pine tongue and groove pine decking/roof sheathing, 1/2" OSB sheathing.

> Siding:

Supply and install a James Hardie Plank B&B siding (Color Plus) on one side,

Versa tek trim design to consist of, 3 1/2" side casing with a 3 1/2" angled top casing,

Galvanized drip cap flashing on top.

Corner trims to be 3 1/2" wide.

Stainless steel, "ring-shank" nails used to install all siding and trims.

Back side toward kennel;

29 ga. GR-3 Plus (Fabral brand) (limited Lifetime warranty) metal fasten with 1" screws at 9" o.c. with base guard trim around bottom perimeter, J-channels around all windows and doors.

> Roofing:

29 ga. GR-3 Plus (Fabral brand) (limited Lifetime warranty) metal fasten with 1" screws at 9" o.c. with ridge vent on peak of roof, and 6" corner trims on eaves. Includes double bubble roof insulation.

18" on all eaves, with 5 1/2" painted steel fascia & vented aluminum soffits.

> Rain Spouting:

5" K style aluminum gutters with 3x4 downspouts.

> Windows: Lincoln

Size and quantity per the plans,

Prefinished white interior sashes,

Aluminum clad exterior,

Low-E glass,

Standard white hardware, Screens,

1/4" Grilles (SDL)

> Entry door:

Install (2) exterior 3' wide x 6'8" high entry door, Therma-Tru smooth star series, Fiberglass entry door with 9-lite top and raised panel bottom, aluminum threshold and composite jambs. Delaney lockset.

> Stairs:

1 set, 3' wide, box stairs in southern-yellow-pine, handrail.

> Deck:

Install treated 6x6 posts in 18" diameter x 10" concrete footers.

Treated 2x10 floor joists with hangers at 16" o.c. with 5/4x6 #1 deck boards. ACQ rated fasteners,

Treated 2x12 stringers with 5/4 treads and open risers.

Treated post and 4x railing with 2x balusters per code.

Install 2x4 stud wall framing, studs at 16" o.c. with treated floor plate on the interior per the plan, SPF 2x8 rafters at 2' o.c. with an 8/12 pitch at reverse frame above apartment roof.

> Insulation:

R 30 C fiberglass batts in flat ceiling;

R 30 X 16 Unfaced fiberglass batts in 1ft floor ceiling held in place with wire supports;

Proper Venting; BAF

R 21 X 15 Kraft faced fiberglass batts in 2x6 exterior walls;

Initialed by: owner _____ contractor DG

Agreement #LV5916

May 9, 2016

R 15 X 15 X 94 Kraft faced fiberglass batts in 2x4 exterior walls;

> Drywall:

- 1 layer 5/8" drywall to all interior walls;
- 2 layers 5/8" drywall to all exterior walls;
- 2 layers 5/8" drywall to all first floor ceilings;
- 1 layer 5/8" Durock to wash stall walls;
- Second Floor:
- 1 layer 1/2" drywall to all walls and ceilings;
- 1 layer 1/2" Durock to all tub walls;
- Full length boards to minimize seams;
- Attached using glue and screws, perimeter nailed;
- 1 tape coat, 2 finish coats, sanded and ready for paint;

> Flooring:

Budget on hardwood flooring in upper level.

> Millwork and doors:

- (1) Hollow metal frame KD drywall, hollow metal door flush fire rated with hinges, passage set, closer & smoke seal,
- (3) Kawneer aluminum door & frame narrow stile white with 1" insulated glass, hinges, exit device with pull, closer, threshold & sweep,
- (1) Traditions steel door, wood frame, residential TS262 with 9 lite over 2 panels with hinges, lockset, sill and weather strip,
- (19) Prehung wood door 1 3/8" HC 6 panel or 3 panel, wood frame 4 9/16" primed, no casing,
- (2) Prehung double wood door 1 3/8" HC 6 panel or 3 panel, wood frame 4 9/16" primed, no casing, *4. Double Door*
- with roller latches and dummy pulls,
- 13 Passage sets,
- 6 Privacy sets,
- 1x white pine S4S millwork casing throughout.

> Painting:

Exterior of living quarters;
 All exterior azek window trim and headers will be primed and receive one coat of latex finish Paint.
 the front timber frame porch decking and posts will receive two coats of sikkens log & siding.
 The decking will be a different color than the timber structure.
 Interior of living quarters;
 The walls and ceilings will receive two coats of latex flat paint in the same color. The second Coat on walls will be back rolled.
 The interior trim will receive a spray prime and one coat of semi gloss latex based paint, brush Applied in the same color as the walls and ceilings. This will include doors, frames, window trim and baseboard.
 Stair treads, risers, posts and hand rails will be painted or stained and receive two coats polyurethane. *2*
 Exterior painting includes applying two coats of latex semi gloss paint or one prime and one Finish coat to the front door and the side walk in door.

> Restroom accessories:

Not included.

Initialed by: owner _____ contractor *BC*

Agreement #LV5916

May 9, 2016

Office/apartment building cost breakdown;

| | |
|--|------------|
| Foundation | \$ 26,223 |
| 4" thick concrete floor | \$ 14,630 |
| Framing | \$ 46,755 |
| Timber frame porch on front | \$ 24,089 |
| Siding | \$ 39,759 |
| Roofing | \$ 11,183 |
| Rain spouting | \$ 2,402 |
| Windows | \$ 24,169 |
| Entry door | \$ 3,454 |
| Stairs | \$ 4,107 |
| Deck | \$ 6,808 |
| Insulation | \$ 8,030 |
| Drywall | \$ 20,592 |
| Flooring | \$ 30,360 |
| Millwork and interior doors | \$ 29,855 |
| Painting | \$ 30,465 |
| Forklift, dumpster and portable toilet | \$ 4,646 |
| Fasteners | \$ 1,091 |
| Job Supervision | \$ 2,625 |
| Total | \$ 331,244 |

Miscellaneous items included:

Supervision for all the above services, Labor, materials, taxes, deliveries, cranes, and forklifts.
Workers compensation insurance, general liability insurance, builders risk insurance. Dumpsters for construction debris and portable toilets.

Items not included in proposal:

Engineered drawings Building permits, site plans, floor coverings, painting or staining, HVAC, snow removal, removal of rock, unsuitable soils, or underground obstruction, anything other than stated above,

Terms and Agreements;

B&D Builders LLC Agrees to do work as outlined above for a Total of [See Above] without anything noted as optional.

Terms and Agreements,

B & D Builders LLC, for and in consideration of the payment of the contract amount to be paid by the owner, agrees with the owner to erect and complete construction of an [Office/apartment and kennel building] (Hereinafter referred to as the "Building" in a substantial and workmanlike manner under the terms contained in this agreement on the property owned by the owner known as, Lisa Vanhorn (Hereinafter referred to as the "property").

B & D shall provide all labor, materials, and equipment as noted above to build and complete the "building. In consideration of the performance by B & D of the terms and conditions of this Agreement, as well as the construction of the "building" the owner agrees to pay B & D the sum of [See Above] the owner agrees to pay B & D by the terms above. Any delinquent payment shall bear interest at 2% per month thereafter.

The owner shall not take possession of, occupy the building or store owner's belongings in the building in any way until final payment has been made. In the event that B & D must undertake collection of any outstanding balance, or take

Initialed by: owner _____ contractor DC

Agreement #LV5916**May 9, 2016**

legal action to enforce any of its rights under this agreement, Owner shall pay, in addition to any outstanding obligation, all reasonable cost, including but not limited to, reasonable court costs, and attorneys' fees incurred by Owner in instituting such collection actions.

Change Orders: Any additional work or changes to the agreement requested by the Owner shall be made in writing on B & D's change order form and approved by both the Owner and B&D Builders prior to commencing any or all additional work. Prior to B&D commencing any of the additional work set forth on the change order, Owner shall pay B&D at the time of the approval of the change order the agreed upon amount or the next payment due. If a change order results in less work to be done by B&D, then the agreed upon amount of credit shall be applied against the next installment payment due.

Deposits: A minimum of 5% down is required to B&D before B&D can schedule or order any materials required to build the building. Deposits are not refundable.

B & D makes no representation concerning any site conditions of the Property and the Owner shall be responsible for any and all additional costs associated with or incurred by B & D as a result of the existence of any and all site conditions, including but not limited to, rock, quicksand, sinkholes, trash, springs or other surface or subsurface conditions encountered on the Property, unless the costs associated therewith are specifically addressed elsewhere in this Agreement.

Starting and Completion dates will be exempt to such things that B&D Builders, LLC can not control. Strikes, accidents, weather conditions, supplier delays or any deviations from the original agreement.

B&D Builders, LLC. Accepts no liability for settling of soil in, around, or under building foundations and footers and Property damage due to truck deliveries such as (Ruts in yards, and paved areas)

Owners are Responsible for Building Permits, Marking of or approving of building location by staking corners prior to building, Provide access to building site, Removal of Snow, Buried electrical, water, gas and utility lines etc.

Materials increase clause: In the event that the structure and work to be done as above happens to be delayed for period longer than a period of three (3) months from the date of the signed agreement, B&D Builders reserves the right to charge for the increases, after negotiating with the owner. The owners have the option of paying the 30% material delivery to hold all prices firm.

Warranties: All material is guaranteed to be as specified. B&D Builders LLC guarantee's a (2) year workmanship warranty on the building above. B&D Builders LLC warrants that for period of (2) years after the completion of the structure that warranted items such as windows and doors will operate properly, and that roofs and dormers to be free of any leaks. All material warranties are attached. *any?*

Payment Terms: (5% deposit required for a start date; 30% on initial material delivery, 30% on roof completion, 30% on exterior completion, balance on completion.

B&D BUILDERS LLC to Provide Materials and Labor As Noted Above:

Daniel Glick [Signature] Date 2-9 2016

Accepted and Agreed To By Buyer, (s)

_____ Date _____ 2016

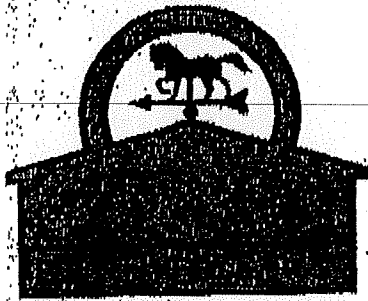
_____ Date _____ 2016

Initialed by: owner _____ contractor DG

Change Order #1

Page 1 of 1

July 26, 2016



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17572

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

July 26, 2016
Agreement #LV81215

We hereby agree to make the change(s) specified below:

➤ Increase Footing Size From 10" to 12":
As per the drawings by Mark Zgoda, approved by the Township, B&D Builders was required to increase the proposed 10" footings to 12" thick footings.
Total Additional Cost: (\$1,274.00)

Total Cost For This Change Order: (\$1,274.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC): Paul Zgoda

Date of acceptance: 1-11-17

Authorized signature: Lisa J. Van Horn

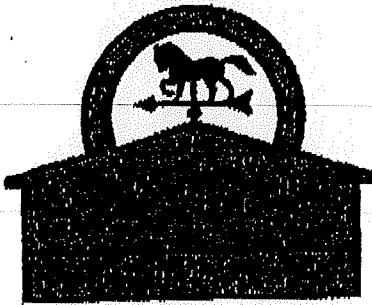
Date of acceptance: 1/10/17

Initialed by Owner: _____ Contractor: _____

Change Order #2

Page 1 of 1

August 7, 2016



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17572

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

August 9, 2016
Agreement #LV81215

We hereby agree to make the change (s) specified below:

➤ Metal roofing and siding cost increase:

A material cost increase to roofing and siding panels and trims.
Cost increase to framing materials.

Total Additional Cost: (\$7,417.00)

Total Cost for This Change Order; (\$7,417.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC):

Date of acceptance: 11-16-17

Authorized signature:

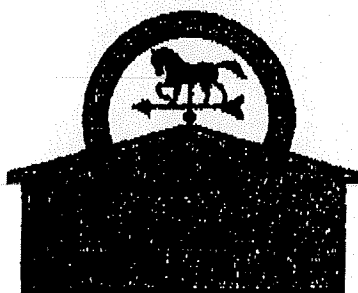
Date of acceptance: 1/16/17

Initiated by Owner: _____ Contractor: _____

Change Order #3

Page 1 of 2

September 29, 2016



B & D Builders LLC
 14 North Ronks Rd.
 Ronks PA 17572

Phone: (717) 687-0292

Fax: (717) 687-3510

Lisa Vanhorn
 133 CR 620
 White Township, NJ

Phone #
 Email:

September 29, 2016
 Agreement #LV81215

We hereby agree to make the change(s) specified below:

> Sprinkler System:

Provide design, fabrication and installation of:

- (1) automatic wet pipe fire sprinkler systems throughout 2nd floor area of the Van Horn residence. Design & installation will meet NFPA #13D standards as directed and confirmed with Ralph Price of White Township, NJ code authority.
- 2) Provide installation of a tank with a pump that meets the specifications of NFPA 13D. We will install a control valve, electric bell, and flow switch as the riser assembly beneath the exterior steps. This room needs to be conditioned.
- 3) From the riser assemblies steel pipe and fittings will be installed to supply the 2nd floor of the building only, pipe will be need to tented with insulation to ensure freezing does not occur. Semi recessed pendent sprinkler heads will be installed to protect below the ceiling level of the 2nd floor. We do not include protection within the attic area, 1st floor area, or kennel areas.
- 4) Provide daily cleanup of our debris.
- 5) Provide shop drawings and hydraulic calculations for review and approval. Permit fees would be forwarded at cost for payment by others.
- 6) Provide operation and maintenance manuals, catalog cut sheets, testing documentation, training documentation and as built drawings upon project completion.

Clarifications

- 1) The proposed sprinkler systems will be design and installed to meet NFPA #13D standards. Areas not required to be sprinklered per NFPA standards will not be. These areas include bathrooms under 55 square feet in size, clothes closets and linen closets under 24 square feet where the least dimension wall does not exceed 3'-0", open porches, attics and crawl spaces not intended for living purposes.
- 2) We have based this proposal on the provided documents and communication with the GC and code authority.
- 3) An automatic fill valve will need to be supplied to the tank off the domestic line; this is to be performed by others.
- 4) This proposal is based on all work being performed on site in White Township, NJ with open shop wage rates.
- 5) All electrical wiring for pump, tank, and alarms is to be performed by others.

Total Additional Cost: (\$14,087.00)

Initialed by Owner *[Signature]* Contractor _____

Change Order #3

Page 2 of 2

September 29, 2016

➤ Additional Pump Room Under Deck:

Supply labor and all required materials to build a pump room under the exterior deck. Pump room specs as follows;

1. 24" w x 10" thick continuous concrete footing at minimum 36" below grade.
2. 4 courses of 8" block with the top course ending 4"-8" above floor level.
3. 4" smooth concrete floor.
4. 2x6 framed walls with 1/2" plywood and 1x3 lath.
5. Board and Batten siding to match the rest of building.
6. 2x10 roof framing with 1/4" plywood.
7. Rubber roof membrane under deck framing.
8. Cellulose Insulation in walls and Ceiling.

done

Total Additional Cost: (\$14,015.00)

Total Cost for This Change Order; (\$28,102.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC): _____

Date of acceptance: _____

Authorized signature: _____

Date of acceptance: 10/5/16

Lisa J. Van Horn

Initialed by Owner J.V.H. Contractor _____

➤ **Additional Pump Room Under Deck:**

Supply labor and all required materials to build a pump room under the exterior deck. Pump room specs as follows:

1. 24" W x 10" thick continuous concrete footing at minimum 36" below grade.
2. 4 courses of 8" block with the top course ending 4"-8" above floor level.
3. 4" smooth concrete floor.
4. 2x6 framed walls with 1/2" plywood and 1x3 lath.
5. Board and Batten siding to match the rest of building.
6. 2x10 roof framing with 3/4" plywood.
7. Rubber roof membrane under deck framing.
8. Cellulose Insulation in walls and Ceiling.

Total Additional Cost: (\$14,015.00)

Total Cost for This Change Order: (\$28,102.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC):

Date of acceptance: 11-16-17

Authorized signature:

Date of acceptance: 11/16/17

Initialed by Owner; _____ Contractor _____

Change Order #4

Page 1 of 1

November 23, 2016



B & D Builders LLC
34 S Vintage Road
Paradise Pt, 17362

Phone: (717) 687-0192
Fax: (717) 687-3610

VOID

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

November 23, 2016
Agreement #LVH1215

We hereby agree to make the change(s) specified below:

> **Electrical Contract:**

Add electrical contract from CNJ Electric to B&D Builder's scope. All scheduling and invoicing will be done through B&D upon signing of this Change Order.

Total Additional Cost: ~~(\$50,380.00)~~

> **LED Lighting Package:**

Add LED Lighting package from CNJ Electric to B&D Builder's scope. All scheduling and invoicing will be done through B&D upon signing of this Change Order.

Total Cost for This Change Order: ~~(\$28,988.00)~~

> **Plumbing Contract:**

Add Plumbing contract from Gallagher's Plumbing and Heating to B&D Builder's scope. All scheduling and invoicing will be done through B&D upon signing of this Change Order.

Total Cost for This Change Order: ~~(\$49,352.00)~~

Total Credit for Invoices Already Paid: ~~(\$5,000.00)~~

Total Cost for This Change Order: ~~(\$114,621.00)~~

This change order becomes part of and in conformance with the Existing Agreement #LVH1215

Authorized signature (B&D Builders LLC): _____

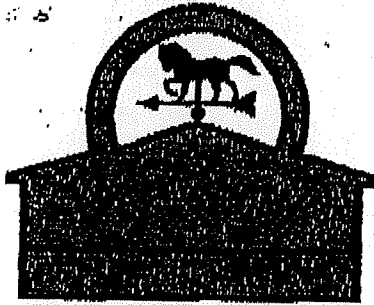
Date of acceptance: _____

Authorized signature: Lisa J. Van Horn

Date of acceptance: 12/1/16

Initiated by Owner: _____ Contractor: _____

Dec 01 16 02:43p



B & D Builders LLC
34 S Vintage Rd.
Paradise PA 17562

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 County Route 620
White township, NJ

Phone #
Email:

January 10, 2017
Existing Agreement #LV81215

We hereby agree to make the change (s) specified below:

➤ **Electrical Contract:**

Deduct electrical contract from CNJ Electric from B&D Builder's scope. All scheduling and invoicing will be done Directly to client upon signing of this Change Order.

Total Credit: (\$50,380.00)

➤ **LED Lighting Package:**

Deduct LED Lighting package from CNJ Electric from B&D Builder's scope. All scheduling and invoicing will be done Directly to client upon signing of this Change Order.

Total Credit: (\$28,988.00)

➤ **Plumbing Contract:**

Deduct Plumbing contract from Gallagher's Plumbing and Heating from B&D Builder's scope. All scheduling and invoicing will be done Directly to client upon signing of this Change Order.

Total Credit: (\$40,252.00)

Total Credit for Invoice Lisa Already Paid: (\$5,000.00)

Total Credit: (\$114,621.00)

➤ **Change metal liner ceiling to a truss core ceiling:**

Drop ceiling in office 1st floor

Existing contract plan was to install a Fabral metal liner panel on ceiling, inside and outside the kennel. We propose to install a truss core panel ceiling in place of metal, 16" wide truss core panels installed on underside of trusses, A J-channel perimeter trim and an H-channel splice trim shall be applied, per manufacturer's specifications, 1" zinc coated screw to attach to framing members.

Total Cost: \$8,599.00

did not get credit

* ➤ **Trench Drains:**

Suppose to be in Contract?

Supply and install 384' of Dura slope trench drains in the kennel area. Drain connections to be by others.

Total Cost: \$21,979.00

➤ **Material Increase for TJI Joists:**

Increase for TJI Joists in lieu of proposed 2x10 joists as per Mark Zagoda's drawings.

Total Cost: \$3,048.00

Initialed by Owner: _____ Contractor: _____

Change Order #5

Page 2 of 2

January 10, 2017

> Increase For Egress Windows:

Window increase for size changes due to Egress requirements, NOT shown on Mark Zagoda's drawings.

Total Cost: \$3,185.00**> Decorative Truss at the Front:**

Supply and install a decorative timber frame truss to enhance the front entrance.

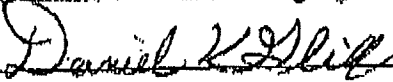

Supply and install additional foundation and framing for 18'x 17'8" bump out at the front.

Total Cost: \$3,000.00

Total credit for this Change Order: \$74,809.00

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC):

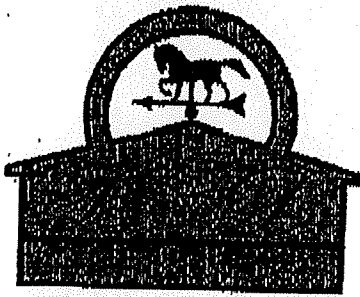
Date of acceptance: 11-16-17Authorized signature: Date of acceptance: 1/16/17

Initialed by Owner: _____ Contractor: _____

Change Order #6

Page 1 of 1

January 23, 2017



B & D Builders LLC
 14 North Ronks Rd.
 Ronks PA 17572

Phone: (717) 687-0292
 Fax: (717) 687-3510

Lisa Vanhorn
 135 CR 620
 White Township, NJ

Phone #
 Email:

January 23, 2017
 Agreement #LV81215

We hereby agree to make the change(s) specified below:

➤ **Wood Front Door:**

Supply and install 1 Sapele Mahogany 9-lite wood entry door with cross-bucks at the bottom at the front entrance per the drawing sent to Lisa on 1/23/17. Price includes 1 coat of stain and 2 coats of Polyurethane.

Total Additional Cost: (\$1,894.00) *where's my credit front door?*

➤ **Sprinkler Revisions and Permit:**

Cost for making the requested changes to the sprinkler system. Changes include flush semi concealed sprinkler heads for the ceiling and redesign of the sprinkler system to avoid a soffit at the ceiling and wall. Sprinkler permit fee is also included.

Total Additional Cost: (\$1,862.00)

Total Cost for This Change Order: (\$3,755.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

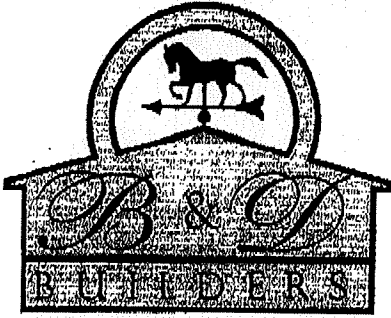
Authorized signature (B&D Builders LLC): _____

Date of acceptance: _____

Authorized signature: *Lisa J. Van Horn*

Date of acceptance: 1/26/17

Initialed by Owner *LJH* Contractor _____



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17572

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

February 3, 2017
Agreement #LV81215

We hereby agree to make the change (s) specified below:

2 *✱* ➤ **Walk in Dog Shower:**

Provide framing and Durock for a walk in dog shower in the grooming room. Also supply and install the 75" high glass enclosure on 3 sides with a hinged door in the front. All additional plumbing and tile work will be by others. *Credit 3402*

Total Additional Cost: (\$4,896.00)

Done ➤ **Guillotine Dog Doors:**

Supply and install 40- 17" x 34" Guillotine dog doors at all the openings in the dog kennel.

Total Additional Cost: (\$13,580.00) *whereas my credit*

➤ **Credit for wood flooring:** *not done*

Credit for proposed hardwood flooring in the 2nd floor Laundry and bathrooms. This will be vinyl floors supplied and installed by Lisa's floor contractor.

Total Credit for this is: (\$-3,508.00)

Total Cost for This Change Order; (\$14,969.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC): *Steven S. Fisher*

Date of acceptance: *2-6-17*

Authorized signature: *Lisa J. Van Yon*

Date of acceptance: *2/6/17*

Initialed by Owner: _____ Contractor: _____

Change Order #8

Page 1 of 1



B & D Builders LLC
 14 North Ronks Rd.
 Ronks PA 17572

Phone: (717) 687-0292
 Fax: (717) 687-3510

Lisa Vanhorn
 135 CR 620
 White Township, NJ

Phone #
 Email:

March 13, 2017
Agreement #LV81215

We hereby agree to make the change (s) specified below:

➤ **Snow Guards:**
 Supply and install snow guards on the lower and upper roof in the front of office building.
Total Additional Cost: (\$3,725.00)

➤ **Acoustic Ceilings:**
 Supply and install 2300 square feet of 15/16" USG ceiling grid in a 2x2 pattern with USG #2110 Radar flat lay-in ceiling tile with square edge. This was originally quoted to be exposed drywall installed on the underside of the floor joists.
Total Additional Cost: (\$10,560.00) ➤

➤ **Drywall Material Increase:**
 Material cost increase for the Drywall. See attached Letter from Supplier.
Total Additional Cost: (\$4,867.00)

Total Cost for This Change Order; (\$19,154.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC): _____
 Date of acceptance: _____

Authorized signature: Lisa J. Van Horn
 Date of acceptance: 3/20/17

Initialed by Owner L.V.H. Contractor _____



Corporate Office
2001 Rexford Road
Charlotte, NC 28211
704/365-7300
nationalgypsum.com

price bulletin

Sept. 16th, 2016

TO OUR CUSTOMERS:

We are issuing the following direction in response to customer requests to provide pricing guidance through the calendar year 2017.

Effective with shipments on and after Monday, January 23, 2017, National Gypsum Company and its subsidiary entities will increase prices 20% on our entire Gypsum Wallboard product line, including all specialty panels.

It is our intention that this increase will be good for the entire calendar year of 2017. At this time, we would like to reaffirm our ongoing policy prohibiting the quotation of individual jobs.

Thank you for your valued business and continued support. If you have any questions, please contact your local National Gypsum Company Sales Representative.

NATIONAL GYPSUM COMPANY
AND ITS SUBSIDIARY ENTITIES

AREA: Entire U.S. and All Export

Change Order #8

Page 1 of 1



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17872

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vankorn
135 CR 520
White Township, NJ

Phone #
Email:

March 13, 2017
Agreement #LV81215

We hereby agree to make the change(s) specified below:

> Snow Guards:
Supply and install snow guards on the lower and upper roof in the front of office building.
Total Additional Cost: (\$3,725.00)

> Acoustic Ceilings:
Supply and install 2900 square feet of 15/16" USG ceiling grid in a 2x2 pattern with USG #2110 Radar flat lay-in ceiling tile with square edge. This was originally quoted to be exposed drywall installed on the underside of the floor joists.
Total Additional Cost: (\$10,462.00) >

> Drywall Material Increase:
Material cost increase for the Drywall. See attached Letter from Supplier.
Total Additional Cost: (\$4,867.00)

Total Cost for This Change Order: (\$19,154.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B & D Builders LLC): Stewart G. Githen

Date of acceptance: 3/20/2017

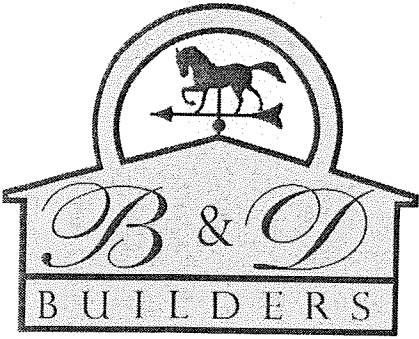
Authorized signature: Lisa Vankorn

Date of acceptance: 3/20/17

Initialed by Owner: SVH Contractor: SSF

PAGE. 1 / 1

Mar. 19. 2017 22:30



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17572

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

April 26, 2017
Agreement #LV81215

We hereby agree to make the change (s) specified below:

➤ **Snow Guards:**

Supply and install snow guards on entire kennel roof and the remaining portion of the office roof. Two rows at 18" center to center. Rows will be staggered. One snow guard every 9".

Total Additional Cost: (\$4,133.00). This cost is an addition to that of Change Order #8 in the amount of (\$3,726.00). Dan and Lisa agreed to split the additional cost with B&D Builders which would bring the,

Total Additional Cost To: (\$2,066.00)

➤ **Removal Glass Enclosure At Dog Shower:**

B&D will remove from the contract the glass enclosure at the walk-in dog shower in the grooming room.

Total Credit For This: (-\$3,402.00)

➤ **Extra Cost For Selldin/ Credit From our Mason:**

Total credits due to Lisa for the foundation excavation was \$1,728.00 for the kennel footings and \$1,675.00 for the office footings. This credit was due because Mike Selldin dug the footings.

Total additional costs from our mason due to stone elevations by Mike Selldin being wrong were \$4,032.00. All agreed to eliminate this and call it a "Wash".

Total Additional Cost: (\$00.00)

➤ **Privacy Slats in the Secondary Chain-Link Fence:**

B&D agrees to supply and install Dark Brown privacy slats in the secondary chain-link fence, a \$2,137.00 value, at no additional cost.

Total Additional Cost: (\$00.00)

Total Credit for This Change Order; (-\$1,336.00)

This change order becomes part of and in conformance with the Existing **Agreement #LV81215**

Authorized signature (B&D Builders LLC): _____
Date of acceptance: _____

Authorized signature: _____
Date of acceptance: _____

Initialed by Owner; _____ Contractor _____.

1635 Market Street
7th Floor
Philadelphia, PA 19103
215.241.8872 / 215.531.9120 (fax)

Spector Gadon & Rosen, P.C.

Fax

To: Lisa Van Horn

From: Daniel J. Dugan

Fax: 908.475.2900

Phone: 215.241.8872

Pages: 2 including cover

Date: April 26, 2017

Re: B& D Builders/ CO #9

CC:

Lisa:

This looks fine. You can sign and send back to B&D.

Dan

If you do not receive all pages or have any problems receiving our transmission, please call the direct dial telephone number listed above. The information contained in this facsimile message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

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| Transmission Report |
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| | | | |
|------------|--------------|---------------|----------------------|
| Date/Time | 04-26-2017 | 05:11:31 p.m. | Transmit Header Text |
| Local ID 1 | 215-241-8844 | | Local Name 1 |

This document : Confirmed
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1635 Market Street
7th Floor
Philadelphia, PA 19103
215.241.8872 / 215.531.9120 (fax)

Spector Gadon & Rosen, P.C.

Fax

| | |
|---------------------------------|------------------------------|
| To: Lisa Van Horn | From: Daniel J. Dugan |
| Fax: 908.475.2900 | Phone: 215.241.8872 |
| Pages: 2 including cover | Date: April 26, 2017 |
| Re: R&D Builders/ CO #9 | CC: |

Lisa:
This looks fine. You can sign and send back to B&D.

Dan

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1561030-1

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Abbreviations:

| | | | | |
|------------------|-------------------|-------------------|------------------------|--------------------------|
| HS: Host send | PL: Polled local | MP: Mailbox print | CP: Completed | TS: Terminated by system |
| HR: Host receive | PR: Polled remote | RP: Report | FA: Fail | G3: Group 3 |
| VS: Waiting send | MS: Mailbox save | FF: Fax Forward | TU: Terminated by user | EC: Error Correct |

215-241-8844

08:00:30 a.m. 05-01-2017

2 / 2

Change Order #10

Page 1 of 1

May 1, 2017



B & D Builders LLC
 14 North Ronks Rd.
 Ronks PA 17572

Phone: (717) 687-0292
 Fax: (717) 687-3510

Lisa Vanhorn
 135 CR 620
 White Township, NJ

Phone #
 Email:

May 1, 2017
 Agreement #LV81215

We hereby agree to make the change(s) specified below:

> **Additional Chain-link at Interior Dividers:**
 Supply and install a 2' high by 8' long chain-link panel above the CMU Block divider at the large dog pens on the interior. There will be 28 panels total.
Total Additional Cost To: (\$3,567.00)

Total Cost for This Change Order: (\$3,567.00)

This change order becomes part of and in conformance with the Existing Agreement #LV81215

Authorized signature (B&D Builders LLC):

Date of acceptance:

Authorized signature:

Date of acceptance:

Initiated by Owner: _____ Contractor: _____

PAGE. 1 / 1

May.01.2017 17:58

PAGE. 2 / 3

May.25.2017 22:03

1635 Market Street
7th Floor
Philadelphia, PA 19103
215.241.8872 / 215.531.9120 (fax)

Spector Gadon & Rosen, P.C.

Fax

To: Lisa Van Horn

From: Daniel J. Dugan

Fax: 908.475.2900

Phone: 215.241.8872

Pages: 3 including cover

Date: May 1, 2017

Re: B& D Builders/ CO #10

CC:

Lisa:

Wanted to make sure you saw this. If you have questions about the estimate you should probably call Stephen directly. No particular legal issues here, just business and money

Dan

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Daniel Dugan

From: Steven Fisher <steven.fisher@banddbuilders.com>
Sent: Monday, May 01, 2017 7:46 AM
To: Lisa Vanhorn; Daniel Dugan
Cc: Daniel Glick
Subject: Change Order #10
Attachments: Change Order #10.pdf

Hi Lisa,

Attached is the Change Order showing the additional cost for adding a chain-link panel above the block dividers in the large dog pens. If you wish to move ahead with this, please sign and return the CO. I will also fax you a copy.

Thank you,

Steven Fisher
Project Manager



34 South Vintage Road
Paradise, PA 17562
(717) 687-0292 Ext: 115
cell 717-669-4060
www.CustomBarnBuilding.com
www.facebook.com/CustomBarnBuilding

| |
|---------------------|
| Transmission Report |
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Date/Time
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05-01-2017
215-241-8844

09:01:03 a.m.

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Local Name 1

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(reduced sample and details below)
Document size : 8.5"x11"

1635 Market Street
7th Floor
Philadelphia, PA 19103
215.241.8872 / 215.531.9120 (fax)

Spector Gadon & Rosen, P.C.

Fax

To: Lisa Van Horn

From: Daniel J. Dugan

Fax: 908.475.2900

Phone: 215.241.8872

Pages: 3 including cover

Date: May 1, 2017

Re: B& D Builders/ CO #10

cc:

Lisa:

Wanted to make sure you saw this. If you have questions about the estimate you should probably call Stephen directly. No particular legal issues here, just business and money

Dan

If you do not receive all pages or have any problems receiving our transmission, please call the direct dial telephone number listed above. The information contained in this facsimile message is attorney privileged and confidential information, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

06030-1

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Abbreviations:

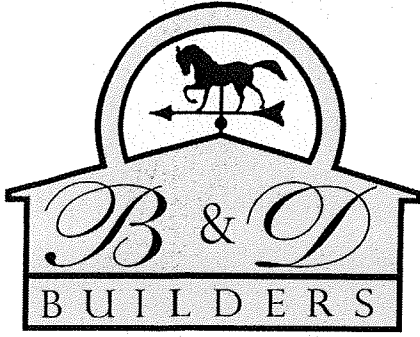
HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct



B & D Builders LLC
14 North Ronks Rd.
Ronks PA 17572

Phone: (717) 687-0292
Fax: (717) 687-3510

Lisa Vanhorn
135 CR 620
White Township, NJ

Phone #
Email:

June 8, 2017
Agreement #LV81215

We hereby agree to make the change (s) specified below:

➤ **Credit For Hardwood Floor:**

Credit for entire hardwood floor package per the request from Lisa and Daniel Dugan. Upon signing of this Change Order B&D will remove the Hardwood Floor Package from the Contract.

Total Credit: (-\$30,360.00)

Minus Credit From C O 7 (-\$3,508.00)

Total Credit for Hardwood Floor This Change order; (-\$26,852.00)

➤ **Change Door at top Of Stairs:**

Exchange existing 2' 10'' door at top of stairs with a new 2' 8'' door so it can open all the way.

NOTE: this door was not on any of the drawings but was added per Lisa's request at no additional charge.

Total Additional Cost: (\$422.00)

Total Credit for This Change Order; (-\$26,430.00)

This change order becomes part of and in conformance with the Existing **Agreement #LV81215**

Authorized signature (B&D Builders LLC): _____

Date of acceptance: _____

Authorized signature: _____

Date of acceptance: _____

Initialed by Owner; _____ Contractor _____

Daniel Dugan

From: Steven Fisher <steven.fisher@banddbuilders.com>
Sent: Thursday, June 08, 2017 1:31 PM
To: Daniel Dugan; Lisa Vanhorn
Cc: Daniel Glick
Subject: Change Order #11
Attachments: Change Order #11.doc

Follow Up Flag: Follow up
Flag Status: Completed

Hi Dan,

Attached is Change Order #11 for the credit on the hardwood floors. Please review, sign, and return upon approval.

I also deducted the cost for replacing the door at the top of the stairs from the credit. The original door was not in any of the drawings therefore we did not have it included in the contract. Upon Lisa's request, we, B&D Builders, installed the door at the top of the stairs at no additional charge.

Thank you,

Steven Fisher
Project Manager



34 South Vintage Road
Paradise, PA 17562
(717) 687-0292 Ext: 115
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